

Exhibit “D”

of the receipt of the \$160,000.00 by the Law Offices of Bruce J. Chasan. [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

10. **Parties.** The provisions of this Settlement Agreement and Mutual Releases shall be binding upon and inure to the benefit of the successors, assigns, heirs, beneficiaries, and personal representatives of the signatories hereto.

11. **Third Parties.** Except as expressly provided herein, no third party is intended to secure any rights or benefits under this Settlement Agreement and Mutual Releases.

12. **Modification.** This Settlement Agreement and Mutual Releases may be modified only by the mutual express written consent of the signatories to this Settlement Agreement and Mutual Releases.

13. **Advice of Counsel.** The undersigned represent and warrant that they are competent adult individuals duly authorized to execute this Settlement Agreement and Mutual Releases and have had the advice of counsel regarding the advisability of executing this Settlement Agreement and Mutual Releases.

14. **Governing Law, Jurisdiction, and Venue.** This Settlement Agreement and Mutual Releases shall be governed and interpreted by the laws of the Commonwealth of Pennsylvania and any dispute related to the signatories to this Settlement Agreement and Mutual Releases shall have its jurisdiction in Pennsylvania and its venue in Philadelphia if Lenwood Hamilton or any of the Pierce Bainbridge Parties or any of their

successors bring a lawsuit against any of the Chasan Parties or against any successor to any of the Chasan Parties. With the sole exception of any of the Chasan Parties bringing an action on the basis that the Chasan Law offices or the Law Offices of Bruce Chasan, LLC, has not received the full \$160,000.00, this Settlement Agreement and Mutual Releases shall be governed and interpreted by the laws of the State of California and any dispute will have its jurisdiction in California and its venue in Los Angeles if the Law Offices of Bruce J. Chasan, LLC and/or Bruce J. Chasan brings a lawsuit against Lenwood Hamilton or against any of the Pierce Bainbridge Parties or against any of their successors. If any of the Chasan Parties brings an action on the basis that the Chasan Law Offices or the Law Offices of Bruce Chasan, LLC did not receive the full \$160,000.00, then that action shall have its jurisdiction in Pennsylvania with its venue in Philadelphia.

15. **Severability.** If any term or provision of this Settlement Agreement and Mutual Releases is determined to be illegal, invalid or unenforceable under any present or future law by the final judgment of a court of competent jurisdiction, the remainder of this Settlement Agreement and Mutual Releases will not be affected thereby.

16. **Integration Clause.** This Settlement Agreement and Mutual Releases represents the entire agreement between the parties and there are no representations, warranties, or agreements other than those expressly set forth herein.

Intending to be legally bound hereby, this Settlement Agreement and Mutual Releases has been signed by the Parties below.